

Yuga Labs Inc. v. Ryan Hickman
Case No. 2:23-cv-00111-JCM-NJK

EXHIBIT A

(Declaration of Caleb L. Green, Esq.)

Yuga Labs Inc. v. Ryan Hickman
Case No. 2:23-cv-00111-JCM-NJK

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17 *Ryan Hickman*

18 **UNITED STATES DISTRICT COURT**
19 **DISTRICT OF NEVADA**

20 YUGA LABS INC.

21 CASE No.: 2:23-cv-00111-JCM-NJK

22 Plaintiff,

23 v.

24 RYAN HICKMAN

25 Defendant.

26 **DECLARATION OF CALEB L. GREEN,
27 ESQ. IN SUPPORT OF DEFENDANT'S
28 REPORT OF HIS COMPLIANCE WITH
THE DEFAULT JUDGMENT**

19 I, Caleb L. Green, Esq., declare under penalty of perjury under the law of the United States
20 of America and the State of Nevada that the following is true and accurate:

21 1. I am an attorney with the law firm of Dickinson Wright PLLC, counsel for
22 Defendant Ryan Hickman ("Defendant"), in the above captioned matter. I am duly licensed to
23 practice before all courts in the State of Nevada, and I am competent to testify to the matters
24 asserted herein, of which I have personal knowledge, except as to those matters stated upon
25 information and belief.

1 2. I make this declaration in support of *Defendant's Report of his Compliance with*
 2 *the Default Judgment* (the "Report").

3 3. On August 25, 2023, the Court entered the Judgment and Order for Permanent
 4 Injunction Against Ryan Hickman ("Default Judgment"). (ECF No. 30.)

5 4. The Default Judgment sets forth, in part that:

6 **"Within 30 days of the entry of this Judgment,** Defendant Hickman is required
 7 to file and serve upon Yuga Labs a report setting forth the manner in which he has
 8 complied with this injunction and ceased all offering of products or services under
 9 the BAYC Marks." (ECF No. 30.)

10 5. Pursuant to FRCP 6, the deadline for Hickman to submit a report setting forth the
 11 manner of his compliance with Default Judgment *would have been* on Monday, September 25,
 12 2023.

13 6. On September 14, 2023, Plaintiff's counsel made multiple premature demands that
 14 I confirm Hickman's compliance with Default Judgment. A true and accurate copy of Email
 15 Correspondence with Plaintiff's Counsel on September 14, 2023 is attached hereto as **Exhibit 1**.

16 7. Specifically, Plaintiff clearly demanded confirmation of Hickman's compliance
 17 with the provision of the Default Judgment concerning injunctive relief, and stated the following:

18 "…please explain what Mr. Hickman has done since Monday to comply with the
 19 injunction against Mr. Hickman as required by Section 7 of the Court's
 20 Judgment. See Fed. R. Civ. Proc. 62(c). In particular, if Mr. Hickman has not
 destroyed his RR/BAYCs please explain why he is not in contempt."

21 "Mr. Hickman does, however, have other, non-payment obligations under the
 22 Judgment, including the injunctive relief awarded by the Court to prevent any
 23 further irreparable harm to Yuga Labs. Your apparent refusal to stipulate to a stay
 24 of enforcement of the Judgment as to non-payment obligations raises our concern
that Mr. Hickman has failed to comply with the injunctive relief ordered by
the Court in Section 7 of the Judgment. Please promptly confirm his
compliance."

25 See **Exhibit 1**, at p. 1, 3.
 26
 27

8. More importantly, Plaintiff's counsel suggested to me that Mr. Hickman was in contempt, and demanded me to "explain why [Mr. Hickman] is not in contempt." *See Exhibit 1.*

9. Between September 22, 2023 and September 25, 2023, Plaintiff's counsel again made multiple premature demands that I confirm Hickman's compliance with the Default Judgment. A true and accurate copy of the email correspondence with Plaintiff's Counsel between September 22 and September 25, 2023 is attached hereto as **Exhibit 2**.

10. Specifically, on September 22, 2023, Plaintiff's counsel stated the following:
“Separately, we note that we never heard an explanation from Mr. Hickman for his
failure to comply with Section 7 of the Court’s order during the time before it
was stayed... We will take these matters up with the Court at the appropriate time
after the Court rules on the motion to vacate.”

"We also again, ask you to verify what Mr. Hickman did to comply with Section 7 of the Court's Default Judgment before Mr. Hickman sought a stay of the Judgment. Mr. Hickman's failure to timely seek a stay does not excuse him from complying with the Court's Judgment. **This is the fourth time we've asked for a response.** Please respond to our request. "

See Exhibit 2, at p. 2.

11. More importantly, Plaintiff's counsel suggested to me that Mr. Hickman was in contempt, and stated "Mr. Hickman's failure to timely seek a stay does not excuse him from complying with the Court's Judgment." See **Exhibit 2**.

DATED: 9/25/2023

/s/ Caleb L. Green, Esq.
Caleb L. Green, Esq.